



This leaflet has been produced for guidance only if you wish further advice contact **Trading Standards** at:

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Consumer Rights Act 2015 – Traders’ Guide

GOODS – Statutory Provisions

Goods must be of satisfactory quality. Goods must be of a standard that a reasonable person would regard as satisfactory. Quality is a general term which covers a number of matters, including

- Fitness for all the purposes for which goods of that kind are usually supplied
- Appearance and finish
- Freedom from minor defects
- Safety
- Durability

In assessing quality, all relevant circumstances must be considered, including price, description, whether the goods are new or second hand and your or the manufacturer’s advertising.

Goods must also be fit for a particular purpose made known to you prior to the consumer purchasing the item. This can be indicated expressly or by implication for example, if a consumer was negotiating the purchase of a vehicle with a salesman and tell the salesman that he has a caravan which he takes his family away in at least twice a year. This information would imply that he wants the car to pull his caravan so the salesman should obtain more information from the consumer in order to ensure that the vehicle purchased is fit for that particular purpose. The consumer is relying on your skill or judgment.

Goods must match any description given.

Goods to match a sample. The final goods delivered must match the sample seen by the consumer except to the extent that any differences between the sample and the goods are brought to the consumer’s attention before the contract is made. An example would be a consumer using carpet swatches to choose a new carpet.

Goods to match a model. This has the same provisions as match a sample. An example would be a consumer looking at a television in a shop but receiving a boxed television from the stockroom. The boxed one must match the one on the shop floor the consumer had viewed.

Goods must be installed correctly. Where installation has been agreed as part of the contract.

If goods fail to meet any of the requirements above, there is a breach of contract and the consumer is entitled to redress

Consumer Redress

If goods do not conform to the contract, in other words they fail to meet one of the statutory rights, consumers are entitled to have the situation remedied.

Short-term right to reject. If goods do not conform to the contract there is a period of 30 days from delivery of from the consumer taking possession of the goods where the consumer can reject the goods for a full refund. If a consumer agrees to a repair during that 30 day period, the consumer will still have what time was remaining to reject the goods after the repair, if there was less than 7 days left, the consumer has 7 days.

Repair or Replacement. Where a consumer has lost their right to reject the goods, or chooses not to reject them, he has the right to a repair or replacement. You must repair or replace the goods

- at no cost to the consumer,
- within a reasonable time, and
- without causing significant inconvenience to the consumer

The remedy chosen by a consumer must be possible and proportionate as compared to the other remedy. The consumer need only give you one chance to repair or replace the goods; if the repair fails or the replacement goods fail the consumer can claim a price reduction or the final right to reject, although consumers can give you more chances to carry out a repair or accept another replacement at their discretion.

Price Reduction & the Final Right to Reject. If repair or replacement is not available or is unsuccessful, or is not provided within a reasonable time and without causing significant inconvenience to the consumer, the consumer can claim a price reduction or reject the goods.

If the consumer chooses to keep the goods and claim a price reduction, the reduction must be an appropriate amount and can be up to the whole price.

If the consumer chooses to reject the goods, he is entitled to a refund. The refund may be reduced to take account of any use the consumer has had from the goods. However, no deduction can be made simply because you were delayed in collecting the goods. Nor can any deduction be made where the goods are rejected in the first six months, except where the goods are a motor vehicle.

Consumers may be able to claim additional compensation. If a consumer has suffered a financial loss or personal injury resulting from your breach of contract, they may be able to claim for these consequential losses.

The burden of proof for the Short-term Right to Reject is on the consumer.

However, if the consumer chooses repair, replacement, price reduction or the final right to reject within the first six months, it is assumed that the fault was there at the time of delivery unless the trader can prove otherwise or unless this assumption is inconsistent with the circumstances, for example, where there are obvious signs of abuse or misuse.

After six months the burden of proof is on the consumer to prove the defect was there at the time of delivery.

Exceptions – when the consumer cannot make a claim

A consumer cannot claim for defects which were brought to his attention before the sale or if the consumer examines the goods before purchase and the defect should have been obvious.

A consumer cannot claim for damages he causes or if he simply changes his mind.

A consumer cannot claim if he chose the product himself for a specific purpose which is neither obvious nor made known to you and the product is not suitable for that purpose.

A consumer has no rights to claim for faults that appear as a result of fair wear and tear.

Time limits for court action. A consumer, in Scotland, can bring a claim to court within five years of discovering the fault; however, no claim can be taken to court after ten years from the date of purchase.

Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 implements the Directive of the European Parliament and Council on alternative dispute resolution for consumer disputes.

The Directive ensures that consumers have access to an alternative route to obtaining a settlement to a dispute with a trader, other than going to court. Court action can be expensive and time consuming, it is hoped that Alternative Dispute Resolution (ADR) schemes can reduce the time and cost and relieve the pressure on the court system.

As from the 1st of October 2015, if a trader cannot settle a complaint with a consumer using their internal complaints procedure, the trader must

- **inform the consumer of this,**
- **supply them with the name and web address of an ADR body relevant to their trade, and**
- **inform the consumer if they intend to use the ADR scheme.**

Disputes raised before but not settled by the 1st of October are caught by this change in the law.

The Chartered Trading Standards Institute (CTSI) acts as a competent authority, ensuring that ADR schemes meet the requirements of the regulations. A list of the [Approved ADR Bodies](#) can be found on the CTSI website.

In offering this advice Perth and Kinross Council wishes to make it clear that:

- (i) Only the courts can interpret legislation with any authority; and
- (ii) The advice given is the best available based on evidence to hand at the time and is subject to revision if the law is amended or other circumstances change.